

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____

By and Between

[If the promoter is a company]

M/s Leela Residencies Private Limited, a company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), having its registered office at _____ and its corporate office at _____

_____(PAN – AAECV9647D), represented by its authorized signatory **Mr. Warangan Kumar Ralhan** authorized vide board resolution dated **19-Jun-2019** hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

[If the Allottee is an Individual]

(Aadhar No: _____)	(PAN No: _____)	aged about _____
years old residing at _____		&
(Aadhar No: _____)	(PAN No: _____)	
residing at _____		

hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

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WHEREAS:

- A. The Promoter is the absolute and lawful owner of khasra nos. _____ totally admeasuring _____ square meters situated at _____, Sector 115, Mohali in Tehsil & District Mohali ("Said Land") vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar;
- B. The Said Land is earmarked for the purpose of building a residential project, comprising S+ multi storied apartment buildings and the said project shall be known as 'Leela Orchid Greens' ("Project");
- Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/ residential development shall be permitted unless it is a part of the plan approved by the competent authority.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The M.C. Kharar has granted the commencement certificate to develop the Project vide approval dated _____ bearing no. CLU/ _____;
- E. The Promoter has obtained the final layout plan approvals for the Project from M.C. Kharar . The Promoter agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has got registered the Project under the provisions of the Act with the Real Estate Regulatory Authority(Punjab) on _____ under registration No. _____.
- G. The Allottee had applied for an apartment in the Project vide application no. Dated:- _____ and has been allotted apartment no: _____ having carpet area of _____ Sq.ft., Built up Area, _____ Sq.ft. Balcony Area, _____ Sq.ft. Circulation Area _____ Sq.ft., Type – _____; **Residential Apartment**, on _____ floor in [tower/block/building] no. _____ ("Building") along with 1 **Covered parking** as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

[OR]

The Allottee had applied for a plot in the Project vide application no. N.A. dated N.A. and has been allotted plot no. N.A. having area of N.A. square feet and plot for parking admeasuring N.A. square feet (if applicable) in the [Please insert the location of the parking], as permissible under the applicable law and of pro rata share in the common

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areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in **Schedule A**);

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Purchaser(s) Understands:
- (i) The Purchaser(s) has seen all the documents pertaining to the title and relating to the approvals of the project and the said Unit/Apartment herein and has fully satisfied himself/ themselves about the right, title, interest, genuineness thereof and limitations of the Developer in the said Property/ Complex.
 - (ii) The Purchaser(s) has apprised himself of the applicable laws, notifications & Rules applicable to the Property and understands all limitations and obligations in respect of it and there will be no requirement of further investigations or objections by the Purchaser(s) in this regard.
 - (iii) The Purchaser(s) has fully satisfied himself about the right, title & interest of the Developer in the Property on which the said Complex are to be constructed and understands all limitations and obligations in respect of it and there will be no further investigation or objection raised by the Purchaser(s) in this regard. In respect of anything which shall be beyond the contemplation or control of the Developer, the Purchaser(s) shall not claim any compensation for delay/non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the said Complex. And in such eventuality, the Developer would not be liable to pay the compensation.
 - (iv) It is agreed between the Parties that save and except in respect of the said Property hereby agreed to be bought by the Purchaser(s), the Purchaser(s) shall have no claim, right, title or interest of any nature or kind whatsoever, except the right of ingress/ egress over or in respect of entry and the right of user in the open spaces and all or any of the Common Areas and basement in the Complex. The possession of the Common Areas shall remain with the Developer. It is made clear that the Purchaser(s) shall have no right to claim partition of the Property and/ or common areas/ facilities; even the said Complex is not partition able/ severable. The possession of the common areas will always remain with the Developer and/or its authorized nominee and is not intended to be given to the Purchaser(s) except a limited right to user subject to payment of all the charges.
 - (v) It is in the interest of the Purchaser(s) to help the Developer in effectively keeping the said Unit/Apartment and the Complex secured in all ways.
 - (vi) That it is clearly understood by the purchaser(s) that any kind of dispute or action whether civil or criminal including theft or dispute with the co-owners/ allottees, neighbours or other occupants of the complex for which the jurisdiction lies with the Judicial courts shall be dealt with by the occupants/ owners/ Purchaser(s) or the persons claiming through them on their own and neither Developer nor the association of allottees/ society or the agency so maintaining the common areas as the case may be, shall be responsible for the same.
 - (vii) The Purchaser(s) hereby undertakes that the said Complex/ Apartment shall be used/cause to be used for residential purpose as earmarked and not for any other purpose. The Developer undertakes to allow the Purchaser(s) to hold, use and enjoy the said Unit/Apartment and every part thereof without creating any unreasonable interruption, either by itself or by any person or persons claiming under for or on its behalf after execution of Sale Deed.
 - (viii) That the Purchaser(s) shall not use the said Complex/Apartment in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the Building will be used by the Purchaser(s) for keeping/Chaining Pets/Animals, Dogs, Birds and no storage of cycles, motorcycles, waste/ refuse nor the common passages shall be blocked in any other manner. If any of the dogs/pets dirty the Compound or any other common area of the Complex, the Purchaser(s) will be solely responsible for cleaning the same and to ensure that pets are properly taken care of.
 - (ix) The Purchaser(s) acknowledges that the Developer shall not be liable to the Purchaser(s) for any special, consequential or indirect loss arising out of this Agreement. The Purchaser(s) further indemnifies the Developer of any damage caused to the said Unit/Building/Complex, while performing the alteration by him/her/them or his deputed personnel.
 - (x) The Purchaser(s) hereby agrees that he shall abide by the terms and conditions of this Agreement & Application Form and the applicable laws and should there be any contravention or non-compliance of

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any of the provisions of this Agreement, the Purchaser(s) shall be liable for such act, and if any loss is occasioned to the Developer, the Purchaser(s) shall indemnify the Developer for such loss.

- (xi) The Purchaser(s) hereby covenants with the Developer to pay from time to time and at all times, the amounts which the Purchaser(s) is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and sale. The Purchaser(s) hereby covenants to keep the Developer and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that the Developer may suffer as a result of non-payment, non-observance or non-performances of the said covenants and conditions by the Purchaser(s).
- (xii) The Purchaser(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Unit/ Complex and agrees that it will be used only as per the regulations and designs concerning to this building as approved by competent authority. The said Unit will be used for the purpose for which it has been allotted and no obnoxious/ un-authorized/ illegal use will be carried out by the occupant at in the said Unit/building. The Developer and the competent authority shall have full authority to enter the said unit/apartment after giving 24 hour notice to ascertain and to take action individually or jointly in case the Purchaser(s) or his nominee/occupant is/ are found violating the terms and conditions laid down by Department of Local Bodies under applicable laws and to recover as first charge upon the said Unit/Complex, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the parking (if applicable) as specified in para G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS.-

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment] as specified in para G;
- 1.2. The Total Price for the [Apartment] based on the carpet area is Rs /- (Rupees) (Exclusive of Taxes as applicable) ("Total Price") (Give break up and description):

Block/Building/Tower No. " " Apartment No.
Rate of Apartment Per Square feet*
Type " BHK Apartment"
Floor

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc. (Please refer payment plan)

[AND] [if/as applicable]

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Covered Parking -1

1 Car Parking off (Refer Payment Plan) (OPTED)

Extra Covered Parking -2

Rs. 3,00,000/- +GST as Applicable (Refer Payment Plan) (OPTED)

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment];
 - (ii) The Total Price above include GST (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment]:
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
 - (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as per the payment plan with reference to clause 1.4. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of Apartment includes:
 - (1) *pro rata* share in the Common Areas; and
 - (2) 01 waived off (s)/ parking(s) as provided in the Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule B ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments N.A per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations beyond the extent of 5 percent in the sanctioned plans, layout plans and specifications (as detailed under Schedule attached hereto) and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within ninety days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the

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Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with parking/covered parking in basement/stilts shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available for use and enjoyment of the Allottees of the Project **according to the concerned Act, Rules, regulations and byelaws in respect thereof.**

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **Ofrchid Greens** shall not form a part of the declaration to be filed in accordance with the M.C. Kharar

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee has paid a sum of Rs. _____ /- (Rupees _____
**Only) (Exclusive of GST) 10% or above against Basic Sale Price of Rs _____ /- (Rupees _____
Only)(Exclusive of GST)** as booking amount being part payment towards the Total Price of the [Apartment] at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. **MODE OF PAYMENT.-**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'Leela Residencies Pvt. Ltd.' payable at Chandigarh/ Mohali.

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3. COMPLIANCE OF LAWS RELATING TO REMITTANCES.-

3.1 The Allottee, if resident of outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS.-

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE.-

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT OR APARTMENT.-

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed or notified by the State Government and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT.-

7.1 **Schedule for possession of the said Apartment.** - The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 30th September 2018, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is

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delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within ninety days from the date of termination of allotment. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and the Promoter shall give possession of the Apartment/ Plot to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30days of receiving the occupancy certificate of the Project.
- 7.3 **Failure of Allottee to take Possession of Apartment-** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable. On failure of allottee to pay the installment as per schedule given in allotment letter, apart from paying the interest on the delayed amount, the possession of the plot/apartment shall be extended to the extent of period of delay in paying the defaulted amount.
- 7.4 **Possession by the Allottee.-** After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee.-** The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit **ten percent of the total amount of the consideration money, interest and other dues payable** for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation.

7.6 **Compensation.-**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for (iii) any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within ninety days including compensation in the manner as provided under the Act:

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Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay to the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.-

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) the Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) the Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) there are no encumbrance upon the said Land or the Project;
- (iv) there are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) all approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/ Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) the Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) the Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) at the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) the Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) the Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities; and
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES.-

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-

- (i) promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects and as per the completion /occupancy certificate issued by the competent authority; or
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by Promoter under the conditions listed above, the Allottee is entitled to the following:-

- (i) stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter, the Allottee will be required to make the next payment without any penal interest; or
- (ii) the Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules within ninety days of receiving the termination notice:

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Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment/ Plot.

9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:-

- (i) in case the Allottee fails to make payments for 3 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules;
- (ii) in case of Default by Allottee under the condition listed above continues for a period beyond 1 consecutive month after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within three months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT.-

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY.-

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of five years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.-

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter, billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS.-

(Signature Applicant 1)

(Signature Applicant 2)

(Signature Applicant 3)

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, s/ parkings/covered parking in basement or stilts, and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE.-

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Mona City Homes, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT.-

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment/ Plot, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the project, buildings therein or common areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter, the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE.-

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. The Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment / at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS.-

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.-

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Building.

20. THE PUNJAB APARTMENT OWNERSHIP ACT, 1995.-

(Signature Applicant 1)

(Signature Applicant 2)

(Signature Applicant 3)

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Punjab Apartment Ownership Act, 1995 (Punjab Act No. 13 of 1995). The Promoter showing compliance of various laws/regulations as applicable in. RERA(PUNJAB).

21. BINDING EFFECT.-

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT.-

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Apartment/building, as the case may be.

23. RIGHT TO AMEND.-

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES.-

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE.-

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY.-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the

(Signature Applicant 1)

(Signature Applicant 2)

(Signature Applicant 3)

remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.-

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments/Plots in the project.

28. FURTHER ASSURANCES.-

Both Parties agree that they shall execute, acknowledge and deliver to other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION.-

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, After the Agreement is duly executed by the Allottee and the Promoter, the said Agreement shall be registered at the office of the Sub-Registrar.

30. NOTICES.-

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

M/s Leela Residencies Pvt. Ltd. Corporate Office:

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES.-

In case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered to have been properly served on all the Allottees.

32. GOVERNING LAW.-

(Signature Applicant 1)

(Signature Applicant 2)

(Signature Applicant 3)

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION.-

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Sector 115, Mohali in the presence of attesting witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee :(including joint buyers)

1) Mr/Mrs _____ S/o/D/O/W/O _____

2) Mr/Mrs _____ S/o/D/O/W/O _____

At.....onin the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix
photograph and
sign across the
photograph

Please affix
photograph and
sign across the
photograph

Promoter:

1) _____

(Authorised Signatory)

WITNESS:

1) Signature _____ Name: _____ Address: _____

2) Signature _____ Name: _____ Address: _____

(Signature Applicant 1)

(Signature Applicant 2)

(Signature Applicant 3)

Schedule - A

Description of the Unit

Unit No.	
Tower/ Block/Building No.	
Floor	
Type	
Super Area (In sq. feet)	
Carpet Area (As per RERA) (In sq. feet)	
Common Area (In Sq feet) (on pro rata basis)	
(Car Parking) No.	
Area of Car Parking (in sq. feet)	

Schedule B

DESCRIPTION OF TOTAL COST

BASIC COST OF SAID UNIT/ APARTMENT	
Price for Covered Car Parking	
Preferential Location Charges (PLC), if applicable	
External Development Charges(EDC)	
Interest Free Maintenance Charge(IFMS)	
Infrastructure Development Charges (IDC), if applicable	
Taxes including GST and other charges % on BSP + % on Other Charges	
TOTAL COST OF SAID UNIT/ APARTMENT	
Rate per sq. feet of the said Unit/ Apartment (Carpet Area)	

- (i) Apart from the above, the Purchaser also has to pay the following charges as per the payment schedule already communicated and attached to the present agreement. Apart from the above stated schedule of charges, following additional charges are also required to be paid by the Purchaser(s) mandatorily:-

(Signature Applicant 1)

(Signature Applicant 2)

(Signature Applicant 3)

TERMS

1. If the allottee delays the payment and in consequence thereto the agreement is terminated, In case any loan from any bank or financial institution is existing on the said property then the loan amount as has been paid to the developer shall be held back by developer and would be refunded back to the said bank or financial institution.
2. On cancellation and/ or forfeiture, the Developer would be free to sell the said unit/ apartment to any other individual and the Purchaser(s) shall have no claim in respect of the same. Also, 10% of the own contribution of the borrower shall stand forfeited.
3. That notwithstanding whatever has been stated hereinbefore; the payment plan can be amended by the developer as per the construction stage and / or mutual agreement which shall be based on the market situations and market forces at that stage.
4. On failure of the allottee to pay the instalment, apart from paying the interest on the delayed amount, the possession of the unit/ apartment shall be extended to the extent of period of delay in paying the defaulted amount.

DUTIES, TAXES AND LEVIES

1. All costs, charges and expenses payable on or in respect of this agreement and on all other instruments and deeds required by the authorities to be executed pursuant to this Agreement, including stamp duty, registration and other related charges shall be borne and paid by the Purchaser(s). However, it shall be the obligation and responsibility of both the Developer and the Purchaser(s) to register a sale Deed conveying freehold title of the Unit in favour of the Purchaser(s) at the cost and expense of the Purchaser(s) in case the registration of the sale deed is mandatory by the authorities.
2. Further, if there are any additional Goods and GST, External Development Charges (EDC), Fire Fighting Charges, Infrastructural Development Charges (IDC), levies, rate(s) or charge(s) of any kind attributable to the Dwelling Unit/ Complex, as a consequence of any order of Government/ statutory or other local Authority, the same, if applicable, shall also be payable by the Purchaser(s), on pro-rata basis at the time of offer of possession.
3. The stamp duty and other related expenses on the execution of the sale deed in pursuance to this Agreement shall be borne by the Purchaser(s).
4. That all taxes, levies, assessments, demands or charges levied or chargeable in future on the land or the building or any part of the complex shall be borne and paid by the Purchaser(s) in proportion to the area of the unit/apartment.

(Signature Applicant 1)

(Signature Applicant 2)

(Signature Applicant 3)

5. That any TDS liability which may be inflicted upon the Developer due to certain act or misdeed of the Purchaser(s), the same shall be recoverable by the Developer from the Purchaser(s) as outstanding amount and if not paid, could be recovered from the IFMS itself.
6. That GST as are or other taxes as may be leviable shall be payable by the purchaser on the actual basis prior to the due date and Developer shall not be liable or responsible in any manner relating thereto.

LOAN FACILITIES

That in case the Purchaser(s) wants to avail the loan facility from his/her employer or a financial institution to facilitate the purchase of the unit applied for, the Developer shall facilitate the process subject to the following:

- The terms and conditions of the financing agency shall exclusively be binding and applicable upon the Purchaser(s) only.
- The responsibility of getting the loan sanctioned and disbursed as per the Developer payment schedule will rest exclusively on the Purchaser(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Developer shall not be delayed.

The Developer shall have the right to raise finance from any bank/financial institution/ body corporate and for this purpose create an equitable mortgage of the said land in favour of one or more of such institutions and for such an act the Purchaser(s) shall not have any objection and the consent of the Purchaser(s) shall be deemed to have been granted for creation of such charge during the construction/ development of the Complex. Notwithstanding the foregoing, the Developer shall ensure that such a charge, if any, is vacated before execution of the conveyance Deed documents in favour of the Purchaser(s).

SPECIFICATIONS

Add on appliances for Kitchen(All Included in Total Cost)	Modular Kitchen with RO, Chimney, LPG Gas Line Provision, Exhaust Fan.
Add on supplements for Washroom(All Included in Total Cost)	CP & Sanitary Fittings, Geyser in all washrooms & Kitchen, Looking Mirror.

(Signature Applicant 1)

(Signature Applicant 2)

(Signature Applicant 3)

Add on Supplements for Bedrooms & Drawing Rooms(All included in Total Cost)	UPVC Windows & Cupboards in all bedrooms,4 Split AC Provisioning in 3BHK,Wallpaper in Master Bed Room & Drawing Area one wall each, Wooden Flooring finish tiles in Master Bed Room, Basic Electrical fittings, Switches, Provisioning & Points.
Flooring & Miscellaneous(All included in Total Cost)	Wooden Flooring Finish In Master Bed Room, Flooring With Vitrified Tiles, Anti-Skid Tiles in Washroom, kitchen and Balcony, DTH Cable, Telephone, Intercom ,internet Etc.

SCHEDULE
TOWER _____

FINISHING MATERIAL DETAIL		
SR.N O.	Description	Brand Name
1	CEMENT	Ultratech
2	STEEL	Branded Fe 500 & Fe500D Reinforcement Steel for Earthquake resistance structure
3	Bricks	1 st Class/Category A
4	Geysers	Branded ISI Mark
5	Chimmey/Cooker Hood	Sunflame or Equivalent
6	RO(Reverse Osmosis)	Aquafresh or Equivalent
7	Doors	Laminated Pine wood/Hard Wood Filler Flush doors
8	Frames	Red Mirandize Wood(With Anti Termite Treatment)
9	Wardrobes	Standard Quality of MDF Board both side Laminated Finish
10	Paint	OBD
11	Switches	Havells or Equivalent
12	CP Fittings	Parry Ware or Equivalent
13	Sanitary Hard Fittings	Parry Ware or Equivalent
14	Wires	KEL/Polycab or Equivalent
15	Tiles	Spenza/Morbitt or Equivalent
16	Corridor	Granite/Anti Skid Tiles
17	Railings	M.S
18	UPVC	Supreame/Encraft or Equivalent
19	Sanitary water Supply CPVC Pipes	Kisan OR Equivalent
20	Master Bed Room & Living Area One Featured Wall	Wall Paper
21	PVC Conduiting	Poly Pipe/Poly Cab or Equivalent

(Signature Applicant 1)

(Signature Applicant 2)

(Signature Applicant 3)

External Development Charges(EDCs)-----
Infrastructural Development Charges(IDC's)-----NA
Reserved car Parking(Only One)-----Included in Total Cost
Club Membership Charges-----
Gen Set Power Backup -

General Terms & Conditions-

- 1.Bank Draft/Cheque to be issued in favour of "Leela Residencies Pvt Ltd" at Par.
- 2.Any Extra Car Parking(ECP) area can be provided at one time cost of Rs 3,00,000/-+GST as applicable per car parking(Subject to availability).
- 3.If Desired additional Gen-Set Power Backup load will be provided at Rs 15000/- per KVA.
- 4.Preferential Location Charges(PLC) such as "Corner Unit" shall be chargeable @ 5% Extra, "Green Facing" PLC@5% Extra however "Dual" PLC@7.5% Extra.
- 5.Prices Terms & Conditions stated herein merely indicative with a view to acquaint the applicant and are not exhaustive for detailed terms & conditions please refer standard Apartments Buyers Agreement.
- 6.Prices are escalation free & subject to change without any prior notice. Booking at the sole discretion of the company. Prices applicable on the date of booking shall be applicable.
- 7.Registration Charges, Stamp Duty & Other applicable statutory levies/Taxes/Charges etc shall be payable on actual by the

(Signature Applicant 1)

(Signature Applicant 2)

(Signature Applicant 3)

Dated: 08-Jul-2019

UNDERTAKING

This is to certify that the performa of Agreement for sale and Allotment letter are as prescribed in RERA rule/ act.

For Leela Residencies (P) Ltd.

Harman B.

Director